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May 11, 1995

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of a Security Agreement-Chattel Mortgage, dated as of May 8, 1995, a primary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated  
3301 Rider Trail South  
Earth City, Missouri 63045

Secured Party: NationsBanc Leasing Corporation of North Carolina  
100 North Tryon Street  
Charlotte, North Carolina 28255

A description of the railroad equipment covered by the enclosed document is attached to the Security Agreement as Schedule A.

Mr. Vernon A. Williams  
May 11, 1995  
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Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", written in black ink.

Robert W. Alvord

RWA/bg  
Enclosures

19405

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SECURITY AGREEMENT - CHATTEL MORTGAGE

BETWEEN

ACF INDUSTRIES, INCORPORATED,

DEBTOR

AND

NATIONSBANC LEASING CORPORATION OF NORTH CAROLINA

LENDER

Dated as of

May 8, 1995

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## SECURITY AGREEMENT - CHATTEL MORTGAGE

SECURITY AGREEMENT - CHATTEL MORTGAGE dated as of May 8, 1995 (the "Security Agreement") between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and NATIONSBANC LEASING CORPORATION OF NORTH CAROLINA, a North Carolina corporation (the "Lender").

### RECITALS

A. Pursuant to Section 2.01 of the Loan Agreement and subject to the conditions therein set forth, the Lender has agreed to make a loan to the Debtor in the aggregate principal amount of Twenty Five Million One Thousand Four Hundred Seventy Five Dollars (\$25,001,475.00) (the "Secured Loan") evidenced by a secured promissory note executed by the Debtor in favor of the Lender or its registered assigns.

B. The principal of and interest on the Secured Loan and all additional amounts and other sums at any time due and owing from or required to be paid by the Debtor under the terms of the Loan Agreement, the Note, this Security Agreement and the other Loan Documents are hereinafter sometimes referred to as "indebtedness hereby secured."

### Section 1. DEFINITIONS

1.01 Terms defined in the preamble hereof shall have their respective meanings when used herein and as used herein, the following terms shall have the meanings herein specified unless the context otherwise requires. Capitalized terms used but not defined here shall have the meanings assigned to them in the Loan Agreement. Defined terms in this Security Agreement shall include in the singular number the plural and in the plural number the singular.

"AAR" shall mean the Association of American Railroads.

"AAR Value" shall mean, with respect to any railcar included in the Equipment or any proposed Replacement Unit, the settlement value of such railcar as determined in accordance with Rule 107 -- Damaged and/or Destroyed Cars (or any successor rule) of the AAR as published in the most recent edition of the Field Manual of the A.A.R. Interchange Rules (or a successor publication).

"Cash Collateral Account" shall have the meaning specified in Section 5.02(a)(A) hereof.

"Casualty Date" shall have the meaning specified in Section 5.02 (a) hereof.

"Casualty Loss" shall have the meaning specified in Section 5.02 (a) hereof.

"Casualty Loss Proceeds" shall have the meaning specified in Section 5.02(a) hereof.

"Casualty Payments" shall have the meaning specified in Section 5.02(a) hereof.

"Casualty Total" shall have the meaning specified in Section 5.02(a) hereof.

"Casualty Total Date" shall have the meaning specified in Section 5.02(a) hereof.

"Collateral" shall have the meaning specified in Section 2 hereof.

"Equipment" shall have the meaning specified in Section 2.02 hereof.

"Equipment Leases" shall have the meaning specified in Section 2.03 hereof.

"Equipment Lessees" shall mean the lessees, as lessees under the Equipment Leases.

"Equipment Lease Proceeds" shall have the meaning specified in Section 2.03 hereof.

"Expired Lease" shall have the meaning specified in Section 4.03 hereof.

"ICA" shall mean the Interstate Commerce Act, as amended, and the regulations and rulings promulgated thereunder.

"Items of Equipment" shall have the meaning specified in Section 2.02 hereof.

"Lien" shall have the meaning specified in Section 3.03 hereof.

"Loan Agreement" means the Term Loan Agreement of even date herewith by and between the Debtor and the Lender, as the same may be amended, supplemented or otherwise modified from time to time.

"Original Lease" shall have the meaning specified in the definition of "Replacement Lease" in this Section 1.

"Permitted Lien" shall have the meaning specified in Section 3.03 hereof.

"Replacement Lease" shall mean a lease entered into by the Debtor in an arms-length transaction that imposes no additional material obligations on the Debtor than those imposed by the Expired Lease or the Equipment Lease to which the original Item of Equipment being replaced was subject (such lease being the "Original Lease"), as the case may be, and is with a lessee that the Lender determines is comparable in creditworthiness to the lessee under the Expired Lease or the original Lease, as applicable, and which is otherwise in form and substance acceptable to the Lender.

"Replacement Unit" shall mean replacement units of Rolling Stock of at least equal AAR Value, utility and design of, and not older than, any Item of Equipment being replaced pursuant to this Security Agreement, calculated: (x) as of the Casualty Date with respect to a replacement made pursuant to Sections 5.02(a) or (b); or (y) as of the date of release with respect to a replacement made pursuant to Section 5.02(b) hereof; or (z) as of the expiration

date of the Expired Lease or the default date of a Defaulted Lease with respect to a replacement made pursuant to Section 4.03.

"Rolling Stock" shall mean standard gauge railroad rolling stock, other than passenger equipment or work equipment, used or intended for use in connection with interstate commerce; excluding however, railroad rolling stock scrapped or intended to be scrapped.

"Secured Loan" shall have the meaning specified in the first recital hereof.

"Security Agreement" shall mean this Security Agreement as specified in the first paragraph hereof.

"UCC" shall mean the Uniform Commercial Code as in effect in the State of New York unless otherwise specified, as amended.

## Section 2. SECURITY

2.01 Grant of Security. The Debtor, in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Lender and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, and in order to secure the due payment of the principal of and interest on the Note according to its tenor and effect, and to secure the payment of all other indebtedness and liabilities of the Debtor to the Lender and the performance and observance by the Debtor of all its obligations contained in or arising out of the Loan Agreement, this Security Agreement, the Note and the other Loan Documents (sometimes referred to herein collectively as the "Obligations"), does hereby assign, mortgage, pledge, hypothecate, transfer and set over to the Lender and grant the Lender a first priority lien on and security interest in all of the Debtor's right, title and interest in and to the properties, rights, interests and privileges described in Sections 2.02, 2.03 and 2.04 hereof (all of which properties are hereinafter collectively referred to as the "Collateral").

2.02 Equipment Collateral. The Collateral includes certain railroad tank cars and covered hopper cars which cars are more fully described in Schedule A hereto (collectively, the "Equipment" or "Items of Equipment" and individually, an "Item of Equipment") together with all accessories, equipment, parts and appurtenances appertaining or attached to such Equipment, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to or proceeds of any and all of said Equipment, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom.

### 2.03 Rental Collateral.

(a) The Collateral also includes, all right, title, interest claims and demands of the Debtor in, to and under each and every lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) now or hereafter entered into relating to the Equipment but to and only to the extent relating to the Equipment (each such portion of such lease being an "Equipment Lease"), including any extensions of the term of any

Equipment Lease, all of Debtor's rights under any Equipment Lease to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval together with full power and authority with respect to any Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of the Equipment Leases, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which (in the opinion of the Lender) may be necessary or advisable in connection with any of the foregoing insofar, but only insofar, as such rights relate to the Equipment which is subject to such Equipment Leases, all records related to the Equipment Leases and all payments due and to become due under any Equipment Lease, whether as contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from the Equipment (the "Equipment Lease Proceeds").

(b) It is expressly agreed that anything herein contained to the contrary notwithstanding, the Debtor shall remain liable under the Equipment Leases to perform all of the obligations assumed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof, and neither the Lender nor the Transferees shall have any obligation or liability under the Equipment Leases by reason of or arising out of the assignment hereunder, nor shall the Lender nor the Transferees be required or obligated in any manner to perform or fulfill any obligations of the Debtor under or pursuant to the Equipment Leases or, except as herein expressly provided, to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim, or take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(c) The Lender shall be entitled to collect and receive the Equipment Lease Proceeds only upon the occurrence of and during the continuance of an Event of Default.

2.04 Cash Collateral Account. Collateral also includes the Cash Collateral Account, all amounts from time to time on deposit therein and all investments made with the proceeds thereof and all interest earned thereon.

### Section 3. COVENANTS AND WARRANTIES OF DEBTOR

The Debtor covenants, warrants and agrees with Lender that, until the Obligations are paid in full:

3.01 Maintenance of Equipment. The Debtor shall maintain and keep, or cause to be maintained and kept, at its or the Equipment Lessees' own cost and expense, each Item of Equipment in good order and repair in compliance with all AAR mechanical regulations and industrial commercial acceptance standards for revenue interchange loading, unless and until it becomes worn out, unsuitable for use, lost or destroyed; provided that any such Item of Equipment so worn out, obsolete, lost or destroyed shall be replaced with a Replacement Unit which is subject to a Replacement Lease in accordance with the provisions of Section 5.02 hereof.

### 3.02 Insurance.

(a) The Debtor shall maintain, or cause to be maintained at its own expense, with responsible insurance companies acceptable to the Lender, property, liability and other insurance, on such of its properties, in such amounts, against such risks and in such form as is customarily maintained by similar businesses, and, in any event, with respect to liability insurance, in an amount not less than \$100 million, which insurance shall at all times include coverage for all liabilities covered under, and shall not include, any exclusions other than those set forth in the Debtor's policies of insurance as in effect on the Closing Date.

(b) For purposes of this Section 3.02, liability insurance may include a program of self-insurance for up to Five Million Dollars (\$5,000,000.) of liability exposures; provided that under any such program of self-insurance the Debtor shall maintain, or cause to be maintained, adequate reserves on its books in accordance with GAAP, if applicable, to cover all risks not otherwise insured by an insurance company, and the Debtor shall, within thirty (30) days after the end of each of its fiscal quarters, deliver to the Lender a certificate of a Responsible Officer setting forth evidence of the maintenance of such sufficient reserves as required herein and any other financial statements or records as the Lender may require or request with respect to such program of self-insurance.

(c) The Debtor shall cause the Lender to be named as an additional insured and loss payee under all policies of insurance maintained pursuant to the provisions of this Section 3.02 and shall deliver to the Lender (x) on the Closing Date, evidence in form and substance satisfactory to the Lender of such insurance policies, and (y) thereafter, thirty (30) days prior written notice before any cancellation, expiration, cessation, reduction in amount or change in coverage thereof shall become effective.

### 3.03 Preservation of Collateral.

(a) The Debtor will warrant and defend the title to the Collateral against all claims and demands of all Persons except Persons claiming by, through or under the Lender, or the Transferees. The Debtor will not assign, sell, lease, transfer or otherwise dispose of, nor will the Debtor suffer or permit any of the same to occur with respect to the Collateral except as provided in Section 5.02(b). The Debtor will not create, assume or suffer to exist any Lien on the Collateral other than Permitted Liens (as hereinafter defined) and the Debtor shall pay or discharge, at its own cost and expense, any and all claims, liens or charges other than Permitted Liens. As used herein, "Lien" shall mean any mortgage, pledge, security interest, encumbrance, lien or charge of any kind. As used herein, "Permitted Liens" shall mean:

(i) the Liens created by this Security Agreement and, so long as they are subordinate to the Lender's Lien, by the Equipment Leases;

(ii) the Liens arising from taxes, assessments or governmental charges or levies either not yet assessed or, if assessed not yet due or contested in good faith by appropriate proceedings (and for which adequate reserves have been made in the Debtor's books in accordance with GAAP consistently applied); so long as such proceedings, in

the judgment of the Lender, do not involve any danger of sale, forfeiture or loss, of Equipment;

(iii) mechanics', materialmen's, suppliers', warehousemen's, workmen's, repairmen's, employees', or other like Liens arising by operation of law in the ordinary course of business for amounts which are either not yet due or are not yet overdue for more than 15 days or are being contested in good faith by appropriate proceedings (and for which adequate reserves have been made in the Debtor's books in accordance with GAAP consistently applied or when required in order to pursue such proceedings, an adequate bond has been obtained) so long as such proceedings, in the judgment of the Lender do not involve any danger of sale, forfeiture or loss, of Equipment; and

(iv) Liens arising out of judgments or awards against the Debtor which are being contested in good faith by appropriate proceedings (and for the payment of which an adequate bond has been obtained) and with respect to which there shall have been secured a stay of execution pending such appeal or proceedings for review, so long as such proceedings, in the judgment of the Lender, do not involve any danger of sale, forfeiture or loss, of Equipment.

(b) The Debtor shall advise the Lender promptly, in reasonable detail, of any Lien or claim made or asserted against any of the Collateral and of any event affecting the Lender's security interest in the Collateral.

3.04 Further Assurances. The Debtor will, at its own expense, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary for the perfection and maintenance of the perfection of the security interests in the Collateral, whether now owned or hereafter acquired, with the ICC, pursuant to the UCC and ICA, and with the Registrar General of Canada pursuant to the Railway Act (Canada) and as the Lender may consider necessary or desirable.

### 3.05 Recordation and Filing.

(a) The Debtor will (x) cause this Security Agreement and any supplements hereto at all times to be executed, recorded and filed, at no expense to the Lender, with the ICC and with the Registrar General of Canada, and all financing and continuation statements to be filed with the Secretary of State of the States of Missouri and New York and with the County Clerks in St. Louis County, Missouri, New York County and Westchester County in the State of New York, and cause such documents and all similar notices required by applicable law to be filed in such other jurisdictions and with such other Federal, state, provincial or local government or agency thereof where the Lender deems it necessary or desirable to perfect, protect, or preserve its lien on the Collateral, in order to fully preserve and protect the rights of the Lender hereunder; and (y) at its own expense, furnish to the Lender promptly after the execution and delivery of any supplement to this Security Agreement, opinions of: (i) Gordon Altman Butowsky Weitzen Shalov & Wein, counsel to the Debtor, (ii) Alvord & Alvord, special ICC counsel to the Debtor, and (iii) Aird & Berlis, special Canadian counsel to the Debtor, or such other counsel as the Lender may reasonably request, which opinions shall cover the matters set forth in paragraphs (e), (f), (j) and (k) of Exhibit C to the Loan Agreement, in accordance

with the terms of such Exhibit C, and shall otherwise be in form and substance reasonably satisfactory to the Lender.

(b) The Debtor hereby authorizes the Lender to take all action (including, without limitation, the filing of this Security Agreement and any supplements thereto and any Uniform Commercial Code Financing Statements or amendments thereto without the signature of the Debtor) which the Lender may deem necessary to perfect, protect, or preserve the liens and security interests created hereunder and to obtain the benefits of this Security Agreement.

### 3.06 Power of Attorney.

(a) The Debtor does hereby irrevocably constitute and appoint the Lender and its successors and assigns, upon the occurrence and during the continuance of an Event of Default, its true and lawful attorney with full power of substitution for it and in its name, place and stead, to ask, demand, collect, receive, receipt for and sue for any and all Equipment Lease Proceeds hereof with full power to settle, adjust or compromise any claim thereunder as fully as the Debtor could itself do, and to endorse the name of the Debtor on all instruments or commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Debtor or otherwise, which the Lender may deem necessary in its reasonable discretion to perfect, protect and preserve the right, title and interest of the Lender in and to such Equipment Lease Proceeds and the security intended to be afforded hereby.

(b) The parties acknowledge that the powers conferred on the Lender hereunder are solely to protect its interest in the Collateral and that anything herein contained to the contrary notwithstanding, neither the Lender nor its successors or assigns shall have any duty, obligation or liability by reason of or arising out of this Security Agreement to make any inquiry as to the nature or sufficiency of, to present or file any claim with respect to, or to take any action to collect or enforce the payment of, any amounts to which it may be entitled at any time by virtue of this Security Agreement.

3.07 Chief Executive Office. The chief executive office of the Debtor is located at 3301 Rider Trail South, Earth City, Missouri 63045 and all the records related to the Equipment and to the Equipment Leases are kept in said office. The Debtor shall give the Lender thirty (30) days advance written notice of any change of such office address.

3.08 Acquisition of Interest in the Equipment. The Debtor has acquired its interest in the Equipment for its own account and with its general corporate assets and no funds used to acquire any Item of Equipment have been furnished directly or indirectly out of the assets of or in connection with any employee benefit plan (or its related trust) or any separate account in which any employee benefit plan has any interest. As used in this paragraph, the terms "employee benefit plan" and "separate account" shall have the respective meanings assigned to them in ERISA.

### 3.09 Actions Under the Equipment Leases.

(a) All the Equipment Leases are in full force and effect and are in substantially the form of Exhibit D to the Loan Agreement and the Debtor shall not enter into any agreement amending or supplementing any Equipment Lease in any material respect, execute any waiver or modification of, or consent to the non-compliance with, any material provision of any Equipment Lease, settle or compromise any material claim against any Equipment Lessee arising under any Equipment Lease, or submit or consent to the submission of any dispute difference or other matter arising under or in respect of any Equipment Lease to arbitration thereunder, in each instance, without the prior written consent of the Lender.

(b) The Debtor shall comply, and use its best efforts to cause each of the Lessees to comply, in all material respects, with all acts, rules, regulations and orders of any legislative, administrative or judicial body or official applicable to the Collateral or any part thereof, or to the operation of the Debtor's business (including all laws of the jurisdictions in which operations involving the Equipment may extend the interchange rules of the Association of American Railroads and all rules of the Interstate Commerce Commission) and the Registrar General of Canada; provided, however, that the Debtor may contest any acts, rules, regulations, orders and directions of such bodies or officials in any reasonable manner which will not, in the sole opinion of the Lender materially adversely affect the Lender's rights or the priority of its security interest in the Collateral;

3.10 Right to Inspect the Collateral. The Debtor shall at any reasonable time, at the request of the Lender, cause the Collateral to be exhibited to the Lender (or persons designated by the Lender) for purposes of inspection, provided that the Equipment, will not be made available for inspection at any Equipment Lessee's facility.

3.11 Reports. On or before June 1, in each year, commencing with the calendar year 1996 the Debtor shall furnish to the Lender an accurate statement (a) setting forth as at the preceding June 1st the amount, description and numbers of all Items of Equipment then covered by an Equipment Lease, the amount, description and numbers of all Items of Equipment that have suffered a Casualty Loss during the preceding calendar year or, in the case of the first such statement, since the date of this Security Agreement (specifying the dates of such Casualty Loss) or to the knowledge of the Debtor are then undergoing repairs (other than running repairs) or are then withdrawn from use pending repairs (other than running repairs) and such other information regarding the condition and state of repair of the Items of Equipment as the Lender may reasonably request and (b) stating that, in the case of all Items of Equipment repainted or repaired during the period covered by such statement, the numbers and the marking required by Section 3.12 hereof and the Equipment Leases have been preserved or replaced. The Debtor shall keep proper books and records with respect to the Equipment and each Equipment Lease and the other Collateral covered thereby. The Lender shall have the right (but not any obligation) by its agents to inspect the Items of Equipment and the Debtor's records with respect thereto (and the right to make extracts from and to receive from the Debtor true copies of such records relating to the Collateral other than the Equipment Leases except as otherwise provided herein) at such reasonable times as the Lender may request during the continuance of this Security Agreement.

### 3.12 Marking of Equipment.

(a) Debtor will cause each Item of Equipment to be kept numbered with the identifying number set forth in Schedule A hereto, and at the request of the Lender if the Lender determines that it is necessary in order to perfect, protect or preserve its first security interest in the Collateral, the Debtor shall keep and maintain plainly, distinctly, permanently and conspicuously marked on each side of each Item of Equipment, in letters not less than one inch in height, the words, "Ownership subject to a Security Agreement filed with the Interstate Commerce Commission". The Debtor shall not change, or permit to be changed, the identifying number of any Item of the Equipment except in accordance with a statement of new identifying numbers to be substituted therefor after the Lender has been notified in writing and which statement shall be filed, recorded or deposited in all public offices where this Security Agreement shall have been filed, recorded or deposited. The Debtor shall forthwith furnish to the Lender an opinion of such counsel and in form and substance satisfactory to the Lender to the effect that such statement has been so filed, recorded and deposited, such filing, recordation and deposit will protect the Lender's first Lien or security interests in such Items of Equipment and no further filing, recording, deposit or giving of notice with or to any other Federal, state or local government or agency thereof is necessary to perfect, protect, or preserve the security interest of the Lender in such Items.

(b) Except as above provided, the Debtor will not allow the name of any Person (other than the Debtor) to be placed on the Item of Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Debtor may permit the Equipment to be lettered with the names, trademarks, initials or other insignia customarily used by the user of such Equipment or its affiliates.

3.13 Use of Equipment. The Equipment will be used by a lessee, a sublessee or user incorporated in the United States of America (or any State thereof or the District of Columbia) or Canada (or any Province thereof), only upon lines of railroad owned or operated by a railroad company or companies incorporated in the United States of America (or any State thereof or the District of Columbia) or Canada (or any Province thereof) or over lines upon which such railroad company or companies have trackage rights or rights for operation of their trains, and upon connecting with other carriers in the usual interchange of traffic in the continental United States and Canada, only upon and subject to all the terms and conditions of Equipment Leases.

3.14 Replacement Units and Replacement Leases. The representations and warranties of the Debtor with respect to the Equipment and the Equipment Leases which are set forth in Section 4.01(o) of the Loan Agreement shall be true and correct with respect to each Replacement Unit and each Replacement Lease as of the date such Replacement Unit or Replacement Lease becomes subject to this Security Agreement.

## Section 4. SPECIAL PROVISIONS CONCERNING LEASES

4.01 Debtor's Rights Under Equipment Leases. Until the occurrence and continuance of an Event of Default, and subject to any limitations set forth herein or in the Loan Agreement, the Debtor may exercise all of the Debtor's rights, powers, privileges and remedies under the

Equipment Leases, including, without limitation, the right to receive any and all monies due or to become due under the Equipment Leases, and to retain all copies (original or duplicates) of Equipment Leases.

4.02 Equipment Lease Location and Legend. The Debtor shall keep the original Equipment Leases at its chief executive offices and shall mark all Equipment Leases with the following language:

The rights and interests of ACF Industries, Incorporated under this Lease and all amendments, and riders hereto relating to certain railcars listed herein, and in such railcars, have been assigned to one or more financial institutions or banks listed on the page or pages at the end of this Lease and are subject to a first priority perfected security interest in favor of such financial institutions or banks. To the extent that this Lease constitutes chattel paper, no security interest in this Lease may be created or perfected through the transfer or possession of this counterpart.

The Lender shall have the right from time to time to require the Debtor to mark on the page or pages at the end of the Equipment Leases describing the Equipment in which the Lender has interests hereunder and require the Debtor to place notations of the Lender's interests in the Collateral. The Lender shall have the right from time to time to periodically audit the lease records of the Debtor as to the status of the Equipment and Equipment Leases.

4.03 Expired Leases; Defaulted Leases. In the event that any Equipment Lease expires prior to the maturity of the Note (each, an "Expired Lease") or in the event that an Equipment Lease becomes a Defaulted Lease prior to the maturity of the Note the Debtor shall promptly notify the Lender, and on or prior to that date which is one hundred twenty (120) days after such expiration or default, if, in the case of an Expired Lease, the Expired Lease has not been renewed and in any event in the case of a Defaulted Lease, the Debtor shall either (i) replace the Equipment leased under such Expired Lease or Defaulted Lease with Replacement Units which are subject to Replacement Leases, and the Debtor shall execute and deliver to the Lender a supplement to this Security Agreement and take all such other actions as are required pursuant to Section 3.05(a) hereof such that the Replacement Units and Replacement Leases shall be subject to the first Lien of this Security Agreement or (ii) deposit into the Cash Collateral Account described in Section 5.02(a) below an amount equal to the Casualty Loss Proceeds with respect to such Item of Equipment calculated in accordance with Section 5.02(a) below or (iii) terminate this agreement with respect to such Item of Equipment by paying an amount equal to the Casualty Loss Proceeds with the respect to such Item of Equipment calculated in accordance with Section 5.02(a) below plus the Prepayment Premium with respect to such payment.

## Section 5. COLLATERAL

5.01 Possession of Collateral. So long as no Event of Default has occurred and is continuing, the Debtor and each Equipment Lessee party to an Equipment Lease shall be suffered and permitted to remain in full possession, enjoyment and control of the Collateral including without limitation the Equipment Leases itself, and to manage, operate and use the

Collateral and each part thereof with the rights and franchises pertaining to the Collateral; provided always that the possession, enjoyment, control and use of the Equipment shall at all times be subject to the observance and performance of this Security Agreement.

#### 5.02 Casualty Loss; Insurance Proceeds; Cash Collateral Account.

(a) In the event and at such time as a Responsible Officer first has knowledge (a "Casualty Date") that any Item of Equipment, is destroyed, lost, stolen, irreparably damaged, or missing for a period in excess of thirty (30) days, taken by any governmental entity (including without limitation condemnation, confiscation, requisition, taking of title or use by any governmental entity) or otherwise becomes unusable in the business of the Debtor (such event or condition, a "Casualty Loss"), the Debtor shall promptly inform the Lender of the Casualty Loss. At such date (a "Casualty Total Date") that a Responsible Officer of Borrower has knowledge that a Casualty Loss has occurred with respect to a total of either (in each case, a "Casualty Total"): any ten (10) Items of Equipment, and whether such Casualty Losses are the result of one occurrence or several occurrences, the Debtor shall promptly notify the Lender, and at the option of the Debtor, within ten (10) Business Days after such Casualty Total Date, either (i) the Debtor shall deposit into the Cash Collateral Account (defined below) in respect of each Item of Equipment which has become a Casualty Loss an amount in Dollars (as to each such Item, the "Casualty Loss Proceeds") equal to the product of the outstanding principal amount of the Loan multiplied by a fraction, (x) the numerator of which is the AAR Value of the specific Items of Equipment subject to such Casualty Loss and (y) the denominator of which is the aggregate AAR Value of all Items of Equipment (it being understood that the Debtor is entitled to any proceeds, whether in respect of insurance proceeds, condemnation awards or other amounts payable in respect of such Items of Equipment), or (ii) Debtor shall replace such Items of Equipment with Replacement Units which are subject to Replacement Leases. (It is understood that upon the taking of the actions set forth in (i) or (ii) with respect to a Casualty Total, for the purpose of determining the next succeeding Casualty Total Date clauses (x) and (y) of the definition of Casualty Total shall be re-set to zero.) Upon the taking of the actions set forth in (i) or (ii) above with respect to a Casualty Total, (x) at the request of the Debtor, the Lender shall take such actions as may reasonably be requested by the Debtor in order to release such Items of Equipment which constituted the Casualty Total from the Lien granted under this Security Agreement, including the delivery to the Debtor of releases in recordable form with the ICC and the Registrar General (Canada) and UCC-3 Release Statements, all at the expense of the Debtor, (y) the Debtor shall be entitled to retain, free of the Lender's Lien hereunder, any insurance proceeds, lessee payments, railroad payments or other casualty recoveries ("Casualty Payments") received by the Debtor to the extent they relate to such Items of Equipment, and (z) the Lender shall pay over to the Debtor any and all Casualty Payments received by the Lender relating to such Items of Equipment. The Lender shall be entitled to retain such Casualty Loss Proceeds in respect of Items of Equipment that have been the subject of a Casualty Loss, and to hold them as additional Collateral hereunder in accordance with clauses (A) (B) and (C) below.

(A) All such Casualty Loss Proceeds shall be deposited by the Lender into a special cash collateral account (the "Cash Collateral Account") maintained at the Lender or one of its affiliates or such other bank designated by the Lender and reasonably acceptable to the Debtor provided such bank agrees to hold such proceeds on behalf of

the Lender, under the sole control and dominion of the Lender, for so long as, but only so long as, the Security Agreement shall be in full force and effect.

(B) All amounts from time to time on deposit in the Cash Collateral Account shall, so long as no Event of Default shall have occurred or be continuing, be invested by the Lender at the direction of the Debtor in certificates of deposit with such maturities as Debtor shall request.

(C) Except as otherwise provided in paragraph (b) of this Section 5.02, amounts on deposit in the Cash Collateral Account shall not be released to Debtor except that, so long as no Event of Default, or event or condition that with the giving of notice, the lapse of time or both may become an Event of Default, has occurred and is continuing, the Debtor shall be permitted to use such monies to acquire Replacement Units under this Security Agreement.

(b) In the event that Items of Equipment have been the subject of a Casualty Loss and the Debtor in consequence thereof has deposited Casualty Loss Proceeds in respect thereof pursuant to subsection (a) (i) of this Section 5.02, the Debtor may at any time substitute Replacement Units which are subject to Replacement Leases as provided in subsection (a) (ii) of this Section 5.02, and so long as no Event of Default, or event or condition that with the giving of notice, the lapse of time or both may become an Event of Default, has occurred and is continuing, the Debtor shall be entitled to release of the Casualty Loss Proceeds attributable to Items of Equipment being replaced and any earnings attributable thereto from the Cash Collateral Account, at such time as the Debtor has replaced the Item or Items of Equipment with respect to which the Casualty Loss Proceeds were paid with Replacement Units which are subject to Replacement Leases and the Debtor has otherwise complied with the provisions of this Section 5.02 and Section 3.05(a) hereof. In the event the Debtor elects to replace an Item of Equipment under an Equipment Lease with a Replacement Unit pursuant to this Section 5.02, such Replacement Unit and the Replacement Lease covering such Replacement Unit shall become subject to the perfected Lien of this Agreement and the security interest of the Lender.

(c) Upon the occurrence and during the continuance of any Event of Default, all Casualty Loss Proceeds and all other amounts standing to the credit of the Cash Collateral Account shall be paid to the Lender and applied by the Lender, as specified in Section 6.03.

## Section 6. SECURED PARTY'S RIGHTS

6.01 Secured Party's Rights. The Debtor agrees that when any Event of Default as defined in the Loan Agreement has occurred and is continuing, the Lender shall have the rights, options, duties and remedies of a secured party, and the Debtor shall have the rights and duties of a debtor, under the ICA and under the UCC (regardless of whether such UCC or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) as applicable, and the Lender shall have the following rights and remedies:

(a) The Lender shall have all the rights of a secured party under the ICA and under the UCC to enforce the security interests contained herein.

(b) The Lender personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Debtor, with or without notice, demand, process of law or legal procedure, if this can be done without breach of the peace, and search for, take possession of, remove, keep and store the Collateral, or use and operate or lease the Collateral until sold, and the Debtor shall deliver, or cause to be delivered, possession of the Equipment to the Lender or its agents where the same may be found or at such place or places as the Lender may reasonably require. Notwithstanding anything hereunder to the contrary, so long as no Event of Default has occurred and is continuing unremedied, the original Equipment Leases delivered to the Debtor shall remain at the chief executive offices of the Debtor; provided, however, that in the event an Event of Default has occurred and is continuing, the Debtor shall provide to the Lender the original Equipment Leases or, in case originals are not available because one or more lenders have an interest in leases reflected in the same document as such Equipment Leases, duplicate copies of the Equipment Leases and the Equipment Schedules to master Equipment Leases and, in all cases, all relevant information that the Lender may request regarding all other leases and all other lenders, and if requested by all lenders with a security interest in any Equipment Lease, deliver such Equipment Leases to a trustee designated by the Lender and all the other lenders.

(c) Any Collateral repossessed by the Lender under or pursuant to this Section 6.01 may be sold, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Lender may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable. Any of the Collateral may be sold, leased or otherwise disposed of, in the condition in which the same existed when taken by the Lender or after any overhaul or repair which the Lender shall determine to be commercially reasonable. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than 10 days' written notice to Debtor specifying the times at which such disposition is to be made and the intended sale price or other consideration therefor. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than 10 days' written notice to Debtor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction after publication of notice of such auction not less than 10 days prior thereto in two newspapers in general circulation in the City of New York. To the extent permitted by any such requirement of law, the Lender may itself bid for and become the purchaser of the Collateral or any item thereof, offered for sale in accordance with this Section without accountability to Debtor (except to the extent of surplus money received as provided in Section 6.03). In the payment of the purchase price therefor, the Lender shall be entitled to have credit on account of the purchase price thereof of amounts owing to the Lender on account of the indebtedness hereby secured and the Lender may deliver the claims for interest on or principal of the Secured Loan or other indebtedness hereby secured in lieu of cash up to the amount which would, upon distribution of the net proceeds of such sale, be payable thereon. If, under mandatory requirements of applicable law, the Lender shall be required to make disposition of the Collateral within a period of time which does not permit the giving of notice to Debtor as hereinabove specified, the Lender need give Debtor only such

notice of disposition as shall be reasonably practicable in view of such mandatory requirements of applicable law.

(d) The Lender may proceed to protect and enforce this Security Agreement by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral or any part thereof, for the recovery of judgment for the indebtedness hereby secured or for the enforcement of any other legal or equitable remedy available under applicable law.

6.02 Effect of Sale. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Debtor in and to the property sold and shall be a perpetual bar, both at law and in equity, against the Debtor, its successors and assigns, and against any and all persons claiming the property sold, or any part thereof under, by or through the Debtor, its successors or assigns.

6.03 Application of Sale Proceeds. The proceeds of any sale of the Collateral, or any part thereof, and the proceeds of any remedy hereunder shall be paid to and applied as follows:

(a) First, to the payment of all costs and expenses including those of foreclosure or suit, if any, and of such sale, and of all proper expenses, liability and advances, including legal expenses and reasonable attorneys' fees, incurred or made hereunder, under the Note, or under the Loan Agreement or the other Loan Documents, by the Lender;

(b) Second, to the payment of the amounts then owing or unpaid in respect of the Note and any other amounts owed to the Lender in accordance with the provisions of the Loan Documents; and

(c) Third, to the payment of the surplus, if any, to the Debtor, its successors and assigns, or to whosoever may be lawfully entitled to receive the same.

6.04 Discontinuance of Remedies. In case the Lender shall have proceeded to enforce any right under this Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then, and in every such case, the Debtor and the Lender shall be restored to their former respective positions and rights hereunder with respect to the property subject to the security interest created under this Security Agreement.

6.05 Cumulative Remedies. No delay or omission of the Lender to exercise any right or power arising from any default on the part of the Debtor, shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Lender of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. The Lender may exercise any one or more or all of the remedies hereunder and no remedy is intended to be exclusive of any other remedy but each and every

remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing now or hereafter at law or in equity; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Lender be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

6.06 Indemnity. The Debtor agrees to indemnify, protect and hold harmless the Lender, and its assigns, directors, officers, employees, agents or representatives (each an "Indemnified Party") from and against all losses, damages, injuries, liabilities, claims, suits, obligations, penalties, actions, judgments, costs, interest and demands of any kind or nature whatsoever (all the foregoing losses, damages etc. are the "indemnified liabilities"), and expenses in connection therewith (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnified Party in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnified Party shall be designated a party thereto, and the expenses of investigation by engineers, environmental consultants and similar technical personnel) arising out of, in connection with, or as the result of any claim for personal injury or property damage arising from the operation, use, condition, possession, storage or repossession of any of the Collateral, or any claim relating to any laws, rules or regulations, including, without limitation, environmental control, noise and pollution laws, rules or regulations or the entering into or performance of this Security Agreement, the Loan Agreement, the Note, and the other Loan Documents, the enforcement of any rights thereunder, the retention by the Lender of a security interest in the Collateral, or arising during the period of any delivery, rejection, storage or repossession of any of the Equipment while a security interest therein remains in the Lender or during the period of the transfer of such security interest in the Collateral by the Lender pursuant to any of the provisions of this Security Agreement; provided, however, that the Debtor shall have no obligation to so indemnify any Indemnified party for any indemnified liabilities arising solely from its willful misconduct or gross negligence. The foregoing indemnity shall survive the termination of this Security Agreement and the Loan Agreement and payment in full of the Obligations.

6.07 Costs and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Lender, in connection with the preparation of this Security Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of financing statements and other documents (including all taxes in connection with the filing and recording of such documents) in public offices, the payment or discharge of any taxes relating to the Collateral or imposed upon the Debtor, insurance premiums, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or the enforcing, foreclosing, retaking, holding, storing, processing, selling or otherwise realizing upon the Collateral and the Lender's security interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions or proceedings arising out of or related to the transaction to which this Security Agreement relates, shall be borne and paid by the Debtor on demand by the Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate prescribed in the Loan Agreement.

Section 7. MISCELLANEOUS

7.01 Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Security Agreement contained by or on behalf of the Debtor or by or on behalf of the Lender shall bind and inure to the benefit of the successors and assigns of such parties whether so expressed or not.

7.02 Entire Agreement. This Security Agreement, together with the Loan Agreement, the Schedule and other agreements referred to herein, constitute the entire understanding between the parties with respect to the subject matter hereof. All prior agreements, understandings, representations, warranties and negotiations, if any, are merged into this Security Agreement, and this Security Agreement is the entire agreement between the Debtor and the Lender relating to the subject matter hereto. This Security Agreement cannot be changed or terminated orally.

7.03 Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

7.04 Notices. All notices and communications provided for herein shall be given to such parties, at such addresses and in such manner as is provided in the Loan Agreement.

7.05 Termination. This Security Agreement and the security interest granted hereby shall terminate when the Obligations have been fully paid or discharged, at which time the Lender shall, at the Debtor's expense, execute and deliver to the Debtor at its expense all Uniform Commercial Code termination statements and such similar documents or proper instrument or instruments which the Debtor shall reasonably request to evidence such termination and the release of Collateral including releases in recordable form under the ICA and the Railway Act (Canada). Upon the release of this Security Agreement, all amounts in the Cash Collateral Account shall be under the sole dominion and control of the Debtor.

7.06 GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE UNDER, CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (OTHER THAN THE LAWS OF THE STATE OF NEW YORK GOVERNING THE CHOICE OF LAW); PROVIDED, HOWEVER, THAT THE PARTIES SHALL BE ENTITLED TO ALL RIGHTS CONFERRED BY 49 U.S.C. SECTION 11303 AND SUCH ADDITIONAL RIGHTS, ARISING OUT OF THE FILING, RECORDING OR DEPOSIT HEREOF, IF ANY.

7.07 Submission to Jurisdiction. Each of the Debtor and the Lender hereby irrevocably submits to the nonexclusive jurisdiction of the Supreme Court of the State of New York, New York County, of the United States of America, and to the jurisdiction of the United States District Court for the Southern District of New York, for the purposes of any suit, action or other proceeding arising out of this Security Agreement or the subject matter hereof brought by any party or its successors or assigns, and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by law, in such Federal court, and each party

hereto hereby agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Security Agreement or the subject matter hereof may not be enforced in or by such courts. The Debtor hereby generally appoints as its attorney-in-fact, to receive service of process in such action, suit or proceeding ACF Industries, Incorporated c/o Icahn & Co., 1 Wall Street Court, New York, New York 10005. The Debtor agrees that (without prejudice to any other lawful method of service) service of process upon such attorney-in-fact shall constitute valid service upon the Debtor or its successors or assigns. The Debtor also agrees to give the Lender thirty (30) days advance written notice regarding any change related to the Lender for Service of Process, and so long as any amount remains outstanding and unpaid hereunder, under any Note or the Security Agreement to maintain an agent in New York County for the receipt of process as aforesaid.

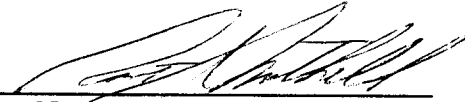
7.08 Counterparts. This Security Agreement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together constituting only one Security Agreement.

7.09 Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Security Agreement nor shall they affect its meaning, construction or effect.

7.10 Waiver of Jury Trial. BY ITS SIGNATURE BELOW WRITTEN EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

ACF INDUSTRIES, INCORPORATED

By:   
Name:  
Title:

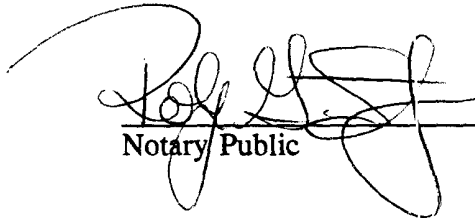
NATIONSBANC LEASING CORPORATION  
OF NORTH CAROLINA

By: \_\_\_\_\_  
Name: George L. Robinson, Jr.  
Title: Vice President

[Signature Page to Security Agreement]

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 9<sup>th</sup> day of May 1995, before me, personally appeared Robert J. Miguel to me personally known, who being by me duly sworn, says that he resides at Woodbury, NJ and is Supervisor of ACF Industries, Incorporated, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

ROBYN G. STEINBERG  
Notary Public, State of New York  
No. 01ST5026264  
Qualified in New York County  
Commission Expires April 18, 1996

STATE OF NORTH CAROLINA )  
 ) ss.:  
COUNTY OF MECKLENBURG )

On this        day of May 1995, before me, personally appeared George L. Robinson, Jr. to me personally known, who being by me duly sworn, says that he resides at 7110 Cabe Lane, Charlotte, NC 28214 and is Vice President of NationsBanc Leasing Corporation of North Carolina, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

ACF INDUSTRIES, INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

NATIONSBANC LEASING CORPORATION  
OF NORTH CAROLINA

By: George L. Robinson, Jr.  
Name: George L. Robinson, Jr.  
Title: Vice President

[Signature Page to Security Agreement]



## SCHEDULE A

RPTG MARK	CAR NUMBER	AAR DESIG.	RPTG MARK	CAR NUMBER	AAR DESIG.	FPTG MARK	CAR NUMBER	AAR DESIG.
ACFX	38328	C214	ACFX	39176	C214	ACFX	65408	C214
ACFX	38332	C214	ACFX	39177	C214	ACFX	65409	C214
ACFX	38335	C214	ACFX	39178	C214	ACFX	65410	C214
ACFX	38608	C214	ACFX	39179	C214	ACFX	65411	C214
ACFX	38631	C214	ACFX	39180	C214	ACFX	65412	C214
ACFX	38644	C214	ACFX	39181	C214	ACFX	65413	C214
ACFX	38835	C214	ACFX	39182	C214	ACFX	65414	C214
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ACFX	39173	C214	ACFX	65405	C214	ACFX	65455	C214
ACFX	39174	C214	ACFX	65406	C214	ACFX	65456	C214
ACFX	39175	C214	ACFX	65407	C214	ACFX	65457	C214

## SCHEDULE A

RPTG MARK	CAR NUMBER	AAR DESIG.	RPTG MARK	CAR NUMBER	AAR DESIG.	RPTG MARK	CAR NUMBER	AAR DESIG.
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ACFX	65467	C214	ACFX	65749	C214	ACFX	66290	C214
ACFX	65468	C214	ACFX	65750	C214	ACFX	66291	C214
ACFX	65651	C214	ACFX	65751	C214	ACFX	66292	C214
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ACFX	65721	C214	ACFX	66248	C214	ACFX	66332	C214
ACFX	65722	C214	ACFX	66249	C214	ACFX	66368	C214
ACFX	65723	C214	ACFX	66250	C214	ACFX	66369	C214
ACFX	65724	C214	ACFX	66251	C214	ACFX	66370	C214
ACFX	65725	C214	ACFX	66252	C214	ACFX	66371	C214
ACFX	65726	C214	ACFX	66253	C214	ACFX	66376	C214
ACFX	65727	C214	ACFX	66256	C214	ACFX	66392	C214
ACFX	65728	C214	ACFX	66257	C214	ACFX	66401	C214
ACFX	65729	C214	ACFX	66258	C214	ACFX	66402	C214
ACFX	65730	C214	ACFX	66259	C214	ACFX	65630	C514
ACFX	65731	C214	ACFX	66260	C214	ACFX	65631	C514
ACFX	65732	C214	ACFX	66265	C214	ACFX	65632	C514
ACFX	65733	C214	ACFX	66266	C214	ACFX	65633	C514
ACFX	65734	C214	ACFX	66267	C214	ACFX	65634	C514
ACFX	65735	C214	ACFX	66268	C214	ACFX	65635	C514
ACFX	65736	C214	ACFX	66273	C214	ACFX	65636	C514
ACFX	65737	C214	ACFX	66274	C214	ACFX	65637	C514
ACFX	65738	C214	ACFX	66275	C214	ACFX	65638	C514
ACFX	65739	C214	ACFX	66276	C214	ACFX	65639	C514

## SCHEDULE A

RPTG MARK	CAR NUMBER	AAR DESIG.	RPTG MARK	CAR NUMBER	AAR DESIG.	RPTG MARK	CAR NUMBER	AAR DESIG.
ACFX	65640	C514	ACFX	51877	C614	ACFX	51971	C614
ACFX	65641	C514	ACFX	51879	C614	ACFX	51975	C614
ACFX	65642	C514	ACFX	51880	C614	ACFX	51978	C614
ACFX	65643	C514	ACFX	51881	C614	ACFX	59930	C614
ACFX	65644	C514	ACFX	51882	C614	ACFX	59931	C614
ACFX	65645	C514	ACFX	51883	C614	ACFX	59932	C614
ACFX	65646	C514	ACFX	51884	C614	ACFX	59933	C614
ACFX	65647	C514	ACFX	51885	C614	ACFX	59934	C614
ACFX	38399	C614	ACFX	51886	C614	ACFX	59935	C614
ACFX	38400	C614	ACFX	51887	C614	ACFX	59936	C614
ACFX	38401	C614	ACFX	51888	C614	ACFX	59937	C614
ACFX	38402	C614	ACFX	51889	C614	ACFX	59938	C614
ACFX	38403	C614	ACFX	51890	C614	ACFX	59939	C614
ACFX	38434	C614	ACFX	51891	C614	ACFX	59993	C614
ACFX	38435	C614	ACFX	51892	C614	ACFX	65384	C614
ACFX	38764	C614	ACFX	51893	C614	ACFX	65385	C614
ACFX	38772	C614	ACFX	51894	C614	ACFX	65386	C614
ACFX	51041	C614	ACFX	51895	C614	ACFX	65387	C614
ACFX	51042	C614	ACFX	51896	C614	ACFX	65388	C614
ACFX	51043	C614	ACFX	51898	C614	ACFX	65389	C614
ACFX	51044	C614	ACFX	51899	C614	ACFX	65390	C614
ACFX	51046	C614	ACFX	51900	C614	ACFX	65391	C614
ACFX	51047	C614	ACFX	51901	C614	ACFX	65392	C614
ACFX	51048	C614	ACFX	51902	C614	ACFX	65393	C614
ACFX	51049	C614	ACFX	51903	C614	ACFX	73150	T054
ACFX	51050	C614	ACFX	51904	C614	ACFX	73151	T054
ACFX	51051	C614	ACFX	51905	C614	ACFX	73152	T054
ACFX	51052	C614	ACFX	51906	C614	ACFX	73153	T054
ACFX	51053	C614	ACFX	51907	C614	ACFX	73154	T054
ACFX	51054	C614	ACFX	51908	C614	ACFX	73155	T054
ACFX	51055	C614	ACFX	51921	C614	ACFX	73156	T054
ACFX	51056	C614	ACFX	51922	C614	ACFX	73157	T054
ACFX	51057	C614	ACFX	51923	C614	ACFX	73158	T054
ACFX	51058	C614	ACFX	51924	C614	ACFX	73159	T054
ACFX	51059	C614	ACFX	51925	C614	ACFX	73160	T054
ACFX	51060	C614	ACFX	51926	C614	ACFX	73161	T054
ACFX	51061	C614	ACFX	51927	C614	ACFX	73162	T054
ACFX	51062	C614	ACFX	51928	C614	ACFX	73163	T054
ACFX	51063	C614	ACFX	51929	C614	ACFX	73164	T054
ACFX	51064	C614	ACFX	51930	C614	ACFX	73165	T054
ACFX	51065	C614	ACFX	51931	C614	ACFX	73166	T054
ACFX	51066	C614	ACFX	51959	C614	ACFX	73167	T054
ACFX	51067	C614	ACFX	51960	C614	ACFX	73168	T054
ACFX	51859	C614	ACFX	51962	C614	ACFX	73169	T054
ACFX	51860	C614	ACFX	51964	C614	ACFX	73170	T054
ACFX	51861	C614	ACFX	51966	C614	ACFX	73171	T054
ACFX	51871	C614	ACFX	51967	C614	ACFX	73172	T054
ACFX	51873	C614	ACFX	51968	C614	ACFX	73173	T054
ACFX	51874	C614	ACFX	51969	C614	ACFX	73174	T054
ACFX	51875	C614	ACFX	51970	C614	ACFX	73175	T054

## SCHEDULE A

RPTG MARK	CAR NUMBER	AAR DESIG.	RPTG MARK	CAR NUMBER	AAR DESIG.	RPTG MARK	CAR NUMBER	AAR DESIG.
ACFX	73176	T054	ACFX	72976	T104	ACFX	73088	T104
ACFX	73177	T054	ACFX	72977	T104	ACFX	76731	T104
ACFX	73178	T054	ACFX	72978	T104	ACFX	76732	T104
ACFX	73179	T054	ACFX	72979	T104	ACFX	76733	T104
ACFX	73180	T054	ACFX	72980	T104	ACFX	76734	T104
ACFX	73181	T054	ACFX	72981	T104	ACFX	76735	T104
ACFX	73182	T054	ACFX	72982	T104	ACFX	76736	T104
ACFX	73183	T054	ACFX	72983	T104	ACFX	76738	T104
ACFX	73184	T054	ACFX	72984	T104	ACFX	76741	T104
ACFX	73185	T054	ACFX	72985	T104	ACFX	76742	T104
ACFX	73186	T054	ACFX	72986	T104	ACFX	76744	T104
ACFX	73187	T054	ACFX	72987	T104	ACFX	76745	T104
ACFX	73188	T054	ACFX	72988	T104	ACFX	76747	T104
ACFX	73189	T054	ACFX	72989	T104	ACFX	76748	T104
ACFX	73190	T054	ACFX	72990	T104	ACFX	76749	T104
ACFX	73191	T054	ACFX	72991	T104	ACFX	76753	T104
ACFX	73192	T054	ACFX	72992	T104	ACFX	76755	T104
ACFX	73193	T054	ACFX	72993	T104	ACFX	76757	T104
ACFX	73194	T054	ACFX	72994	T104	ACFX	76816	T104
ACFX	73195	T054	ACFX	72995	T104	ACFX	76818	T104
ACFX	73196	T054	ACFX	72996	T104	ACFX	76929	T104
ACFX	73197	T054	ACFX	72997	T104	ACFX	72826	T105
ACFX	73198	T054	ACFX	72998	T104	ACFX	72827	T105
ACFX	73199	T054	ACFX	72999	T104	ACFX	72828	T105
ACFX	73200	T054	ACFX	73000	T104	ACFX	72829	T105
ACFX	73201	T054	ACFX	73001	T104	ACFX	72830	T105
ACFX	73202	T054	ACFX	73002	T104	ACFX	72831	T105
ACFX	73203	T054	ACFX	73003	T104	ACFX	72832	T105
ACFX	73204	T054	ACFX	73004	T104	ACFX	76820	T105
ACFX	73205	T054	ACFX	73005	T104	ACFX	76821	T105
ACFX	73206	T054	ACFX	73006	T104	ACFX	76822	T105
ACFX	73207	T054	ACFX	73007	T104	ACFX	76823	T105
ACFX	73208	T054	ACFX	73008	T104	ACFX	76824	T105
ACFX	73209	T054	ACFX	73011	T104	ACFX	76825	T105
ACFX	73210	T054	ACFX	73012	T104	ACFX	76826	T105
ACFX	73211	T054	ACFX	73014	T104	ACFX	76977	T105
ACFX	73212	T054	ACFX	73015	T104	ACFX	76980	T105
ACFX	73213	T054	ACFX	73016	T104	ACFX	76989	T105
ACFX	73214	T054	ACFX	73018	T104	ACFX	73036	T106
ACFX	73215	T054	ACFX	73019	T104	ACFX	73038	T106
ACFX	73216	T054	ACFX	73020	T104	ACFX	73040	T106
ACFX	73217	T054	ACFX	73079	T104	ACFX	73045	T106
ACFX	73218	T054	ACFX	73080	T104	ACFX	73048	T106
ACFX	73219	T054	ACFX	73081	T104	ACFX	73050	T106
ACFX	71096	T055	ACFX	73082	T104	ACFX	73051	T106
ACFX	71098	T055	ACFX	73083	T104	ACFX	73052	T106
ACFX	72971	T104	ACFX	73084	T104	ACFX	73053	T106
ACFX	72972	T104	ACFX	73085	T104	ACFX	73054	T106
ACFX	72973	T104	ACFX	73086	T104	ACFX	73055	T106
ACFX	72974	T104	ACFX	73087	T104	ACFX	73057	T106

## SCHEDULE A

RPTG MARK	CAR NUMBER	AAR DESIG.
ACFX	72858	T107
ACFX	72859	T107
ACFX	72860	T107
ACFX	72861	T107
ACFX	72862	T107
ACFX	95734	T107
ACFX	71102	T108
ACFX	72701	T108
ACFX	72702	T108
ACFX	72704	T108
ACFX	72705	T108
ACFX	72707	T108
ACFX	72708	T108
ACFX	72709	T108
ACFX	72711	T108
ACFX	72713	T108
ACFX	72714	T108
ACFX	72715	T108
ACFX	72716	T108
ACFX	73135	T108
ACFX	73136	T108
ACFX	73137	T108
ACFX	73138	T108
ACFX	73139	T108
ACFX	73142	T108
ACFX	73143	T108
ACFX	73144	T108
ACFX	73145	T108
ACFX	73146	T108
ACFX	73147	T108
ACFX	73148	T108
ACFX	73545	T564
ACFX	73546	T564
ACFX	73547	T564
ACFX	77471	T863
ACFX	77472	T863
ACFX	77473	T863
ACFX	77474	T863

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